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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re  
PG&E CORPORATION and  
PACIFIC GAS AND ELECTRIC  
COMPANY,

Debtors.

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors  
\*All papers shall be filed in the Lead Case,  
No. 19-30088 (DM)

) Bankruptcy Case No. 19-30088 (DM)  
) Chapter 11  
) (Lead Case)  
) (Jointly Administered)

**JOINDER OF CERTAIN TUBBS  
PREFERENCE PLAINTIFFS IN  
SUPPORT OF RESPONSE TO  
OBJECTIONS TO TERMS OF  
TUBBS SETTLEMENT  
DOCUMENTS [DKT. 5459 & 5472]**

**Re: Dkt. ## 5282, 5459, 5472, 5485, 5497,  
5498, 5500**

)  
) Date: January 29, 2020  
) Time: 10:00 a.m.  
) Place: United States Bankruptcy Court  
) Courtroom 17, 16th Floor  
) San Francisco, CA 94102

1 The firm of Corey, Luzaich, de Ghetaldi & Riddle LLP (the “Corey Firm”) and their co-counsel  
2 represent approximately 6,300 victims of the 2015 Butte Fire, the 2017 North Bay Fires, and the 2018  
3 Camp Fire. The Corey Firm represented the following preference plaintiffs in the Tubbs Cases, the  
4 settlement of which is the subject of Debtors’ motion to approve the settlement (Dkt. Nos. 5282 and  
5 5284): Barbara W. Thompson, individually and as Trustee of the Barbara W. Thompson Revocable  
6 Living Trust, John Thompson, individually, Julia Megna, individually, Teagan Thompson,  
7 individually, Kira Thompson, individually, Peter Thompson, individually, Matthew Thompson,  
8 individually, and Lauren Altman, individually (the “Tubbs Preference Plaintiffs”).

9 The Corey firm approved the terms of and executed the the Restructuring Support Agreement  
10 between the Debtor and the Tort Claimants (the “RSA”) that states in pertinent part at ¶ 2(h):

11 “upon entry of the RSA Approval Order, the Debtors shall (i) have entered into one or  
12 more settlement agreements settling all of the Tubbs Cases (the “**Tubbs Settlements**”),  
13 which shall (A) allow such claims subject to payment solely from the Fire Victims  
14 Trust (as defined in the Term Sheet and provided in the Amended Plan), (B) be in form  
15 and substance satisfactory to the parties thereto, (C) *be confidential and sealed*, and  
16 (D) not be admissible or introduced into evidence for any purpose in any proceeding,  
including without limitation the Estimation Matters or in any other case or proceeding  
in or related to the Chapter 11 Cases; and (ii) have filed a motion with the Bankruptcy  
Court seeking approval of the Tubbs Settlements on shortened notice. [Emphasis  
added.]”

17 Along with counsel for more than 70% of the Fire Victims, as well as by a majority of the  
18 members of the TCC the Corey Firm approved the terms of and executed the initial draft of the PG&E  
19 Fire Victims Trust Agreement,. The Trust states in pertinent part at Section 2.6:

20 “[T]he amount of any Fire Victim Claim that is approved, accepted, or disallowed in  
21 whole or in part shall not be disclosed to any person or entity other than to the Trustee,  
22 the Claims Administrator, Claims Processor, the Neutrals, the Fire Victim, the Fire  
Victim’s authorized agent, or to any court of competent jurisdiction, and, in the latter  
case, only then in a document filed with the court under seal. [Emphasis added.]”

23 Article 1, Section 1 of the California Constitution guarantees an inalienable right to privacy.  
24 The terms of the Tubbs settlement agreements have not been hidden from this Court, but have been  
25 kept confidential not disclosed to the public or other claimants. Maintaining the confidentiality of the  
26 settlement agreements in this manner is fulling in keeping with prior practice that has been approved  
27 and followed by earlier courts in PG&E cases, and is in conformity with the provisions of the RSA  
28 and the PG&E Fire Victims Trust Agreement.

1 In order to maintain the right to privacy of the Tubbs Preference Plaintiffs, the Corey Firm and  
2 their co-counsel hereby join in the Responses (Doc. ## 5485, 5497, 5498, 5500) to the objections (Doc.  
3 ## 5459 and 5472) to the terms of the Tubbs settlement agreements and respectfully request that this  
4 Court overrule those objections.

5 DATED: January 24, 2020

Respectfully submitted,

6 **COREY, LUZAICH, DE GHETALDI & RIDDLE LLP**

7  
8 By: 

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